

**FILED**  
Clerk  
District Court

**FEB 23 2006**

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

**MICHAEL W. DOTTS, ESQ.**  
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*Attorneys for Plaintiff Maria Hellena Jebehn*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

**MARIA HELLENA JEBEHN,**

**Plaintiff,**

**v.**

**JOSEPH JOHN HERRERA;  
ALOHA COUNCIL BOY SCOUTS OF  
AMERICA, INC.; and BOY SCOUTS  
OF AMERICA, INC.,**

**Defendants.**

**CIVIL ACTION NO.03-0027**

**DECLARATION IN SUPPORT  
OF MOTION FOR AN ORDER  
IN AID OF JUDGMENT  
AGAINST DEFENDANT  
JOSEPH JOHN HERRERA**

**Date: April 6, 2006  
Time: 9:00 a.m.**

I, Michael W. Dotts, declare and state under penalty of perjury, as follows:

1. I am an attorney licensed to practice in the Commonwealth of the Northern Mariana Islands. I represent Plaintiff Maria Hellena Jebehn in the above captioned matter. I make this declaration upon personal knowledge.

2. On September 10, 2004, Plaintiff and Defendant Joseph John Herrera entered into a Settlement and Release ("The Agreement"). Attached hereto as Exhibit "A" is a true and correct copy of the ("Agreement").

1  
2 3. On September 13, 2004, the Court dismissed the action, but retained jurisdiction  
3 to enforce the terms of the Agreement if necessary.  
4

5 4. The Agreement provided that the parties shall maintain the fact of settlement and  
6 its terms in strict confidence, except by order of the Court or as necessary to obtain the Court's  
7 enforcement of the terms of the Agreement.  
8

9  
10 5. The Agreement also provided that Defendant would pay the sum of \$21,000.00 to  
11 Plaintiff, payable in monthly installments of \$350.00 due on the first business day of the month,  
12 plus 4.5 % interest per annum and a 10% late payment fee.  
13

14 6. The Agreement further provided that failure to make a monthly payment within  
15 30 days of the due date shall constitute a material breach of the Agreement and the remaining  
16 balance shall become immediately due and payable, without the need for further demand.  
17

18  
19 7. Notwithstanding the terms of the Agreement, Defendant's payments have been  
20 less than \$350.00 a month since March 14, 2005 to the present. In addition, some payments  
21 were not made and others paid late. Defendant is now in arrears in the amount of \$1,925.00.  
22 The total amount due as of February 14, 2006 is \$18,289.02 including principal, 4.5 % interest  
23 and 10% late fee. Attached hereto as Exhibit "B" is a true and correct Summary of Payments  
24 and Amounts Due.  
25  
26  
27  
28

1           8. Defendant knew when and how payments were supposed to be made. Since  
2 Defendant refused and failed to make timely payments under the Agreement, the remaining  
3 balance of \$18,289.02 is now due and payable.

4  
5           9. Plaintiff has incurred attorney fees and costs in bringing this motion.

6  
7           10. This Declaration supports Plaintiff's Motion for an Order in Aid of Judgment  
8 against Defendant Herrera in this matter.  
9

10  
11           I declare upon penalty of perjury under the laws of the Commonwealth of the Northern  
12 Mariana Islands and the United States of America that the foregoing is true and correct to the  
13 best of my knowledge and belief, is based upon my personal knowledge, except where otherwise  
14 stated, and that if called upon to testify, I could and would testify competently and in accordance  
15 herewith.  
16

17  
18           Executed in Saipan, CNMI, this 22 day of February, 2006.

19  
20  
21             
22           Michael W. Dotts

23 3016-01-060213-DeclOrderAidJudgment.abs  
24  
25  
26  
27  
28

**Jebehn v Herrera/BSP**  
**Summary of Payments**

Balance	Interest Rate	#Days Lapsed	Date	Interest	Late Fee 10%	Payment	Balance	OR#
21,000.00			09/01/04				21,000.00	
21,000.00	4.5%	30	10/01/04	77.67		350.00	20,727.67	3627
20,727.67	4.5%	34	11/04/04	86.89	3.50	350.00	20,468.06	3717
20,468.06	4.5%	29	12/03/04	73.18	3.50	350.00	20,194.74	3765
20,194.74	4.5%	38	01/10/05	94.61	3.50	350.00	19,942.85	3829
19,942.85	4.5%	28	02/07/05	68.84	3.50	350.00	19,665.19	3872
19,665.19	4.5%	35	03/14/05	84.86	3.50	300.00	19,453.55	3955
19,453.55	4.5%	24	04/07/05	57.56	3.50	300.00	19,214.61	4003
19,214.61	4.5%	32	05/09/05	75.81	3.50	300.00	18,993.92	4075
18,993.92	4.5%	30	06/08/05	70.25	3.50	300.00	18,767.67	4154
18,767.67	4.5%	31	07/09/05	71.73	3.50	300.00	18,542.90	4230
18,542.90	4.5%	33	08/11/05	75.44	3.50	275.00	18,346.84	4289
18,346.84	4.5%	32	09/12/05	72.38	3.50	150.00	18,272.72	4338
18,272.72	4.5%	31	10/13/05	69.84	3.50	100.00	18,246.06	4397
18,246.06	4.5%	39	11/21/05	87.73	3.50	100.00	18,237.29	4470
18,237.29	4.5%	21	12/12/05	47.22	3.50	50.00	18,238.00	4513
18,238.00	4.5%	32	01/13/06	71.95	3.50	50.00	18,263.46	4584
18,263.46	4.5%	27	02/09/06	60.79	3.50	50.00	18,277.75	4648
18,277.75	4.5%	5	02/14/06	11.27	-	-	18,289.02	
				<b>\$ 1,258.02</b>	<b>\$ 56.00</b>	<b>\$ 4,025.00</b>		

**Scheduled Monthly Payment**

October, 2004	\$ 350.00	
November, 2004	350.00	
December, 2004	350.00	
January, 2005	350.00	
February, 2005	350.00	
March, 2005	350.00	
April, 2005	350.00	
May, 2005	350.00	
June, 2005	350.00	
July, 2005	350.00	
August, 2005	350.00	
September, 2005	350.00	
October, 2005	350.00	
November, 2005	350.00	
December, 2005	350.00	
January, 2006	350.00	
February, 2006	350.00	5,950.00

**Amount in Arrears**

**\$ 1,925.00**

*Exh "A"*